

Terms and Conditions

Last updated November 16, 2022

Thank you for using the Latana Services (as defined below), a cloud-based service platform that allows users to measure their brand performance.

1. Terms

1.1 These Terms and Conditions (as updated from time to time, the “Terms”) apply to the use of the Service (as defined below). By entering into a Service Order with Dalia Research GmbH, Commercial Register Number: HRB 153474B (hereinafter, “Latana”, “we” or “us”) and/or accessing and using the Service:

a. the person identified as the Customer in the applicable Service Order, or, in the event that a person has not entered into a Service Order, the person using the Services (hereinafter, “Customer” or “you”) agrees to these Terms with Latana; and

b. Where the access and use of the Service is on behalf of another person or Customer is an agent for another person, Customer represents and warrants to Latana that it is authorised to, and does in fact, agree to these Terms on such person’s behalf and that, by agreeing to these Terms on such person’s behalf (as their agent or otherwise), such person is bound by these Terms.

1.2 References to the Terms include all schedules, exhibits and or linked materials.

1.3 If Customer does not agree to these Terms, it is not authorised to access and use the Service and shall immediately cease all use of the Service.

2. Definitions

When used in these Terms, the following terms will have the following meanings:

Affiliates means a person that directly or indirectly Controls, is Controlled by, or is under common Control with another person, so long as such Control exists. For the purposes of this definition, Control means beneficial ownership of 50% or more of the voting power or equity in a person.

Confidential Information means any information or data disclosed by either Latana or Customer that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person or individual with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

Fees means the applicable fees as agreed in the Service Order, as may be updated from time to time in accordance with Section 4.5.

Latana Platform means all software products developed or owned by Latana (or any third party software legally acquired or licensed by Latana), together with all new releases or updates thereto, in each case used to provide the Services, including without limitation, code, text, software, scripts, and graphics, and any trademarks, service marks and logos, and any intellectual property rights to any of the foregoing.

Law means all applicable laws, rules and regulations, including, without limitation, data privacy and protection and export compliance laws.

Malicious Code means (i) any virus or other code, program, or sub-program that damages or interferes with the operation of the computer system containing the code, program or sub-program, or halts, disables, or interferes with the operation of the Service itself; or (ii) any device, method, or token whose knowing or intended purpose is to permit any person or individual to circumvent the normal security of the Service or the system containing the software code for the Service.

Objectionable Use means using the Service in a way that is defamatory, obscene, harassing, threatening, harmful or violates applicable Law.

Party(ies) means Latana and Customer.

Person means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or Governmental Authority. Unless expressly approved by Latana in writing, a "person" shall not be an individual.

Personally Identifiable Information or PII means information in any format about an identifiable individual, including, name, address, phone number, e-mail address, bank or credit card account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual and any information that when used separately or in combination with other information could identify an individual.

Platform Data means any data or information that is made available to Customer as part of the Service, including Platform Data that incorporates or is based on input, metrics, data or information collected or aggregated by Latana from third parties and Customer, including brands, brand values and/or information relating to the provision, use and performance of the Services. Platform Data may include data related to brand and survey data as well as data, content and information that is collected and/or curated by Latana, including survey questions, survey results, statistical data, brand insights, and analytical data.

Service means the access to, and permitted use of, the Latana Platform, including access to and use of Platform Data that Customer has subscribed for pursuant to a Service Order.

Service Order means a service order, quote or other similar document that sets forth the specific Service and pricing therefore, and that references these Terms and is mutually executed by the parties.

Start Date means the date that is designated in the Service Order as the start date.

Subscription Term means the Initial Subscription Term and any Renewal Subscription Terms (each as defined in Section 12.1).

Underlying Systems means the Latana Platform, IT solutions, systems and networks used to provide the Service, including any third-party solutions, systems and networks.

Users means Customer's Affiliates, employees, representatives, consultants, contractors or agents who are authorized to use the Service by Customer and have unique user identifications and passwords for the Service.

Website means <http://latana.com> or such other site notified to Customer by Latana in accordance with these Terms.

3. Provision Of The Service

3.1 Latana shall use commercially reasonable efforts to provide the Service to Customer during the Subscription Term, and hereby grants Customer a non-exclusive right to access and use the Services in accordance with these Terms and the applicable Service Order. The Service shall be provided:

- a. in accordance with and subject to these Terms, the applicable Service Order and applicable Law;
- b. exercising reasonable care, skill and diligence consistent with prevailing industry standards; and
- c. using suitably skilled, experienced and qualified personnel consistent with prevailing industry standards.

3.2 Nothing in these Terms shall prevent Latana from providing the Service to any other person.

3.3 Subject to Section 3.4 and consistent with industry standards, Latana will use commercially reasonable efforts to provide the Service in a manner which minimizes errors and interruptions. In the event that the Service is unavailable in order to permit scheduled or emergency maintenance or other development activity, Latana will use commercially reasonable efforts to publish on the Website or notify Customer by email in advance of any such downtime, maintenance or unavailability, if reasonably practicable.

3.4 Through the use of web services, applications and APIs, the Service may interoperate with a range of third-party services. Latana does not make any warranty or representation with respect to, and expressly disclaims any liability in connection with, any such third-party services with respect to availability, function or otherwise.

3.5 Latana may modify and/or upgrade the Services from time to time, including by adding or deleting features and functions, in an effort to improve Customer's experience. Subject to Section 3.4., Latana will not make changes to the Service that materially reduce the functionality of the Service provided to Customer during the Subscription Term (as hereinafter described).

3.6 Any Affiliate of Customer shall have the right to use the Service subject to these Terms and any applicable Service Order, provided that Customer shall continue to be responsible for the liabilities and obligations under these Terms and any applicable Service Order.

3.7 All services agreed in the Service Order shall be used within the respective Subscription Term. Unused services from previous subscription periods cannot be transferred to the following subscription period, unless the delay is caused solely by Latana.

4. Fees

4.1 Customer shall pay Latana the then applicable fees for the Services set forth in the Service Order (the "Fees"). In the event that Customer desires to increase the usage amount of the Service above any volume threshold(s) set forth therefor in the applicable Service Order, Customer and Latana shall execute a new Service Order specifying such Service and the Fees therefor.

4.2 Except as otherwise expressly specified herein or in any applicable Service Order (a) Fees are quoted and payable in Euros, (b) Fees shall be invoiced annually in advance and are due and payable upon receipt therefor, (c) Fees are payable in full for the entire Subscription Term, (d) Fees are payable electronically in cleared funds without any set off or deduction and (e) payment obligations are non-cancellable, non-proratable for partial months and non-refundable.

4.3 All applicable use, sales and other similar taxes including VAT and other government charges shall be payable by Customer. Customer shall have no liability for any taxes based upon Latana's gross revenues or net income. VAT shall be set forth in the invoice issued in accordance with the applicable Service Order. Customer shall not withhold any taxes from any amounts due to Latana. If Customer is located in the European Union, at Latana's request, Customer shall provide Latana with the VAT registration number under which Customer is registered in its member state.

4.4 Latana has the right to charge interest on overdue amounts. Overdue amounts not paid when due shall accrue interest at the rate of 5% per month or the highest amount permitted by law, whichever is lower, plus any expenses of collection. If Customer believes that Latana has billed Customer incorrectly, Customer must contact Latana no later than 60 days after invoice in which the error or problem appeared, in order to receive an adjustment or credit.

4.5 Latana may increase the Fees payable during the Subscription Term (or any Renewal Subscription Term) by giving at least 45 days' written notice to Customer. In the event that Customer does not agree to the increase in Fees, Customer may terminate these Terms and the applicable Service Order by giving Latana at least 30 days' written notice before the effective date of the Fee increase. In the event that Customer does not elect to timely terminate these Terms and the applicable Service Order, Customer shall be deemed to have accepted the increased Fees and the Service Order shall be amended accordingly.

5. Customer Obligations

5.1 Customer's right to access and use the Service during the Subscription Term is subject to the following restrictions:

a. Customer will not reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Services;

b. subject to Section 3.6 (Affiliates) and Section 13.7 (Assigns), Customer will not transfer, distribute, resell, lease, license, or assign the Services or otherwise offer the Services to any person or individual on a standalone basis;

c. Customer and its Users will only use the Service in compliance with these Terms, any applicable Service Order and all applicable Laws; and

d. Customer and its Users shall not use the Service in a manner, nor transmit, input or store any data, that constitutes an Objectionable Use or breaches any third-party rights, including intellectual property rights and/or data privacy rights.

5.2 Customer agrees to take all commercially reasonable actions and precautions to prevent the introduction and proliferation of any Malicious Code into those systems that interact with the Services. Customer shall be liable for any introduction of Malicious Code into the Services by it or its Users, whether intentional or unintentional.

5.4 A breach of these Terms by a User shall be deemed to be a breach of these Terms by Customer.

5.5 Customer is responsible for obtaining any applicable licences, authorizations and consents, and for maintaining any equipment, required for Customer and its Users to use the Service, including to use, store and input data into, and process and distribute data through, the Service. Customer is responsible for maintaining the security of any equipment, Customer accounts, passwords (including but not limited to administrative and user passwords) and files.

6. Data and Intellectual Property

6.1 As between the parties, Latana exclusively owns all right, title and interest in and to the Service, the Latana Platform, the Website, all Underlying Systems, the Latana Confidential Information and all Platform Data. Except for the express rights granted to Customer hereunder, Latana reserves all rights, title and interests, including all intellectual property rights, in and to the Service, the Latana Platform, the Website, all Underlying Systems, the Latana Confidential Information and all Platform Data. Subject to these Terms, Latana grants to Customer the non-exclusive, worldwide right to use the Platform Data during the Subscription Term.

6.2. As between the parties, Customer exclusively owns all right, title and interest in and to the Customer Confidential Information or any other data or other information supplied by or on behalf of Customer in order to use or access the Service, excluding any Platform Data (the "Customer Data"). Customer hereby grants to Latana a non-exclusive, worldwide right to use Customer Data during the Subscription Term solely in connection with providing the Services.

6.3 Latana collects, handles and stores Customer Data, including any PII, and Platform Data in accordance with Latana's Privacy Policy, which Privacy Policy may be updated from time to time (a current copy of which is available at <https://www.latana.com/legal-terms/privacy-policy>). The Privacy Policy is incorporated herein by reference. By accessing and using the Service, Customer acknowledges and agrees to be bound by the terms set forth in the Privacy Policy.

6.4 Unless otherwise set forth in the applicable Service Order, at upon expiry of 30 days after the end of the Subscription Term, Customer will no longer have access to any Customer Data or Platform Data stored in the Latana Platform. It shall be the responsibility of the Customer to ensure that it has exported all data it requires as a CSV file within a period of 30 days after the end of the Subscription Term.

6.5 By accessing and using the Service, Customer acknowledges and agrees that Latana may store Customer Data and Platform Data in secure servers in overseas territories and may access that data in overseas territories and in Germany from time to time.

6.6 Customer may from time to time provide Latana suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Service. Latana will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Latana will have the full, unencumbered right (including any applicable intellectual property rights), without any obligation to

compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

7. Indemnity

Customer shall defend Latana and its parent corporation, officers, directors, employees and agents (the “Latana Indemnitees”) against any claim, demand, suit, or proceeding (“Claim”) and shall indemnify against and hold harmless the Latana Indemnitees from any costs, damages (including any approved settlement) and expenses (including reasonable attorney fees) awarded against or incurred by Latana in connection with any actual or alleged Claim by a third party that (a) any Customer Data provided by or on behalf of Customer or its Users infringes the rights of that third party (including intellectual property rights and/or privacy rights) or (b) that Customer’s use of the Services constitutes an Objectionable Use, provided that (1) Latana will promptly notify Customer of such Claim, (2) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Latana’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Latana of all liability) and (c) Latana reasonably cooperates with Customer in connection therewith at Customer’s expense.

8. Publicity

Customer agrees that Latana may refer to Customer’s name and trademarks in Latana’s marketing materials and Website; however, Latana will not use Customer’s name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer’s prior written consent.

9. Confidentiality

Each party agrees that it will use the Confidential Information of the other party solely in accordance with these Terms and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise expressly permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of these Terms; and (b) as required by Law (in which case the receiving party will provide the disclosing party with prior written notification thereof to the extent legally permissible, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose these Terms to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in these Terms.

10. Warranties and Disclaimers

10.1 Each party represents and warrants to the other party that it has full power and authority to enter into, and perform its obligations under, these Terms and any applicable Service Order.

10.2 Customer represents and warrants to Latana that it has the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute any Customer Data in connection with its use of the Services.

10.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY SUCH REPRESENTATIONS OR WARRANTIES CANNOT BE EXCLUDED, LIABILITY FOR SUCH TERMS IS SUBJECT TO THE LIMITATIONS ON LIABILITY SET FORTH IN SECTION 11.

11. Liability

11.1 Unless otherwise set forth in these Terms including this Section 11, Latana shall be liable for damages hereunder in accordance with, and subject to any limitations set forth under applicable Law.

11.2 Latana shall only be liable for damages caused by Latana's wilfull and/or negligent acts subject to the following limitations:

a. Latana's liability shall not be limited with respect to:

1. its gross negligence and wilful misconduct;
2. damages resulting from injury to life, body or health;
3. its fraudulent concealment of a defect, assumption of a specific guarantee for the quality of goods or other claims of the purchaser under the German Product Liability Act (Produkthaftungsgesetz); and/or
4. a breach of its confidentiality obligations under Section 9.

b. Latana's liability for simple negligence (einfache Fahrlässigkeit) shall be limited as follows:

1. Latana shall only liable for damages arising out of a breach of an Essential Contractual Obligation (Kardinalspflicht). "Essential Contractual Obligation" shall mean an obligation the compliance with which makes the achievement of the purpose of these Terms possible in the first place and on which compliance the other party may therefore generally rely.
2. the amount of damages in Section 11.2(b)(1) above shall be limited to damages that are typical for cloud services agreements similar to those for the Services and which were foreseeable at the time of the execution of the applicable Service Order ("Foreseeable Damages").

Latana shall have no other liability for simple negligence or otherwise whatsoever.

11.3. The parties acknowledge and agree that:

a. the right to demand damages for initial defects under Section 536(a)(1) of the German Civil Code is excluded;

b. all rights to terminate these Terms for convenience at any time during the Subscription Term are excluded, including, without limitation, under Section 648 and 650 of the German Civil Code; and/or

c. Customer's right to terminate these Terms as a result of a breach of a duty hereunder shall be limited to cases where Latana caused such breach and such breach is not cured within the applicable notice and cure period set forth in Section 12.2.

11.4 To the extent that Latana's Affiliates, auxiliary persons, employees or directors are held liable in connection with these Terms, the exclusions and limitations of liability in this Section shall apply to such liability.

12, Term, Termination and Suspension



A Dalia Research Company

12.1 Unless earlier terminated in accordance with these Terms, the initial term of each Service Order will begin on the Start Date of such Service Order and shall continue for the subscription term set forth therein (the “Initial Subscription Term”). The Initial Subscription Term shall automatically renew for successive renewal terms equal to the length of the Initial Subscription Term (the “Renewal Subscription Term”), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. The Renewal Subscription Term shall be on the then current Terms, and subject to the renewal pricing as provided in Section 4.5 above or as provided for in the applicable Service Order or as the parties otherwise agree in writing. Notwithstanding the foregoing, in the event that Latana gives Customer notice of changes to these Terms under Section 13.5 fewer than 30 days before the end of the then effective Subscription Term, Customer may give its notice of non-renewal at any time between the date of such amendment notice and the end of such Subscription Term.

12.2 Either party may terminate these Terms for cause: (i) upon thirty (30) days’ notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors or if the breach is not susceptible of cure.

12.3 Customer may terminate these Terms in accordance with Section 4.5.

12.4. Latana may terminate these Terms upon thirty (30) days written notice to Customer in the event that Latana reasonably determines that its provision of the Service is prohibited by applicable Law or has become impractical or unfeasible for any legal or regulatory reason.

12.5 Without limiting any other right or remedy available to Latana, Latana may immediately and without notice restrict or suspend Customer’s access to and use of the Service and/or delete, edit or remove applicable Customer Data or Platform Data in the event that Customer or its Users has engaged in (or gives Latana reason to believe it has engaged in) any Objectionable Use of the Services or breached any third party right, including intellectual property rights and data privacy rights. Customer acknowledges and agrees that notwithstanding anything to the contrary herein, Latana shall have no duty to monitor any use of the Service or Platform Data by Customer.

12.6 Upon termination or expiration of these Terms, Customer shall cease all use of the Service and Platform Data. If Customer terminates these Terms pursuant to Section 12.2 or Section 12.3, or if Latana terminates these Terms pursuant to Section 12.4, Latana will promptly refund any prepaid but unused Fees covering use of the Service after termination. If Latana terminates these Terms pursuant to Section 12.2, Customer shall promptly pay all unpaid Fees due through the end of the then applicable Subscription Term. Fees are otherwise non-refundable. All sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. The termination of these Terms shall terminate all outstanding Service Orders.

12.7 Except to the extent that a receiving party has ongoing rights to use Confidential Information, at the disclosing party’s request following the termination of these Terms, a receiving party shall promptly return to the other party, or, at its election destroy all Confidential Information of the disclosing party that is in the receiving party’s possession or control, except that the receiving party (i) may retain Confidential Information to comply with applicable Law; (ii) may retain the Confidential Information as required by bona fide internal compliance policies or procedures; and (iii) shall not be required to erase or expunge any Confidential Information residing on automatic electronic backup or

archival systems (including email on an automated email archive system) or for disaster recovery or stored in random emails.

13. General

13.1 Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control and provided further that each party shall take commercially reasonable steps to mitigate any Force Majeure Event. A Force Majeure Event may include, without limitation, earthquake, flood, or other natural disaster, act of God, pandemic, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any Law. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of these Terms.

13.2 Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

13.3 All notices required or permitted by these Terms or any Service Order shall be in writing. To be effective, any notice must be sent by email or sent by DHL or other similar overnight document delivery service. All notices shall be sent to the respective addresses indicated on the Service Order. Copies of all notices given to Latana shall also be sent to Latana at: hello@latana.com. Notices given by email (with electronic confirmation or, with the original to follow) if given during a business day shall be deemed given on the date of the electronic confirmation, otherwise, on the next business day. Notices sent by overnight courier shall be deemed given on the following business day. In addition to the foregoing, Latana may post certain notices directly to the Website as expressly set forth herein and such posting shall constitute notice hereunder.

13.4 These Terms will be governed by the laws of the Federal Republic of Germany, exclusive of its rules governing choice of law and conflict of laws. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of these Terms (including any Service Order) will be subject to the exclusive jurisdiction and venue of the state and federal courts of Berlin, Germany, and the parties hereby consent to the personal jurisdiction of these courts.

13.5 Latana shall have the right to amend these Terms from time to time by giving written notice to Customer. In the event that Customer objects to the revised Terms within 30 days after such notice, Customer shall give written notice to Latana and Latana shall have the right to either (i) elect, upon written notice to Customer, to continue use the then current Terms through the end of the then applicable Subscription Term, or (ii) terminate these Terms and the applicable Service Order by giving Customer at least 30 days' written notice of such termination. In the event that Customer does not object to any such revisions within 30 days after notice of such amendments, Customer shall be deemed to have accepted the revised Terms. The latest version of these Terms shall be posted on the Website, and the effective date of such update shall be set forth at the beginning of these Terms. Notwithstanding the foregoing, no amendment or modification to the Service Order (other than these

incorporated Terms), nor any waiver of any rights hereunder or under any Service Order, will be effective unless assented to in writing by both parties.

13.6 Neither party may assign or otherwise transfer these Terms, in whole or in part, or any Service Order, without the other party's prior written consent (which consent shall not be unreasonably withheld or delayed), except that either party may assign these Terms and any applicable Service Order without consent (i) to any Affiliate of such party or (ii) in the event of merger, reorganization, sale of all or substantially all of its assets, change of control or by operation of Law. In addition, Customer agrees that Latana may have any of its obligations under these Terms performed through an Affiliate of Latana or a service provider, provided that Latana will remain responsible for its obligations hereunder and will be liable for such Affiliate's or service providers performance as if it were Latana. Latana may assign receivables under any Service Order or these Terms for purposes of debt collection and financing arrangements. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, these Terms will be binding on the parties and their successors and assigns.

13.7 Any Service Order may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to any Service Order transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means, will have the same effect as physical delivery of the paper document bearing the original signature.

13.8 Latana may, in its sole discretion, decide to deliver any documents related to these Terms, including any Service Order by email or any other electronic means. Customer consents to (i) receive such documents and notices by such electronic delivery and (ii) sign documents electronically and (iii) participate through an on-line or electronic system established and maintained by Latana or a third party designated by Latana.

13.9 For purposes hereof, "including" means "including without limitation". All dates and times set forth in these Terms, any Service Order or any related document are in relation to Central European Time (CET), unless otherwise specified.

13.10 No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

13.11 In the event of a conflict between these Terms and a Service Order, the terms of the Service Order shall control, but only as to that Service Order.

13.12 These Terms together with any applicable Service Order and the Privacy Policy or any other linked agreements set for the entire agreement of the parties relating to the Service, and supersede and cancel all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). The parties have not relied on any oral or written representation, warranty or agreement relating to the Service that is not expressly set out in these Terms or the Service Order, and no such representation, warranty or agreement has any effect from the Start Date.